

# Assignment of Patent Rights

# CCPY

Dated: May 29, 2001

Assignor: Mr. Brian McConnell  
Address: 841 Corbett Avenue  
San Francisco, CA 94131

Assignor: Mr. David Krupinski  
Address: 50 Canterbury Court  
Teaneck, NJ 07666

Assignee: Trekmail, Inc.  
Address: 841 Corbett Avenue  
San Francisco, CA 94131

Assignor:  
Address:

Assignor:  
Address:

Assignor:  
Address:

If there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them.

This assignment relates to:

☒ a United States patent application signed by Assignor on June 18, 2001 and entitled INTERACTIVE VOICE AND TEXT MESSAGE SYSTEM; or

☐ a United States patent application filed in the U.S. Patent and Trademark Office on \_\_\_\_\_ assigned Serial No. \_\_\_\_\_; or

☐ an issued United States patent, issued on \_\_\_\_\_, 20\_\_\_\_, under United States Patent No. \_\_\_\_\_.

This patent application or issued patent is hereinafter referred to as "the Patent".

Assignor has received Ten Dollars (\$10.00) and other good and valuable consideration for this assignment.

Assignor assigns to Assignee all of Assignor's right, title and interest in the Patent, the invention described and claimed in the Patent, and all patents that may issue based on the invention and on the Patent in the United States *and in every foreign country*. Assignor also assigns to Assignee all priority rights in the Patent.\*

*In those countries where permitted, the Assignor authorizes the Assignee to apply for patents for the invention directly in Assignee's name.\** Assignor authorizes the Commissioner of Patents and Trademarks or other governmental authority to issue all patents for the invention directly to Assignee.

Assignor states that Assignor has the right to grant to Assignee the rights which are assigned by this assignment. Assignor will sign any additional documents as may be needed to carry out the purpose of this assignment.

This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assignor or Assignee.

\* Strike italicized sections only if foreign rights are not intended to be assigned.

The undersigned hereby grant(s) to the firm of Kaplan & Gilman, L.L.P., 900 Route 9 North, Woodbridge, New Jersey 07095, the power to insert on this assignment any further identification of the Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office concerning recordation of this document.

The effective date of this assignment is the date at the top of this assignment.

SIGNATURE(S)			DATE	TYPED OR PRINTED NAME(S)
First Name	Middle Initial	Last Name		Brian McConnell
<i>David</i>	<i>Krupinski</i>		5/29/2001	David Krupinski
First Name	Middle Initial	Last Name		
First Name	Middle Initial	Last Name		

STATE OF

COUNTY OF

On before me personally came

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

Notary Public

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On 5/29/01 before me personally came

DAVID KRUPINSKI

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

Notary Public

KATHLEEN M. GEE  
EXPIRATION 8/25/02

STATE OF

COUNTY OF

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Notary Public

STATE OF

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Notary Public

# **Assignment of Patent Rights**

Dated: June 5, 2001

Assignor: Mr. Brian McConnell  
Address: 841 Corbett Avenue  
San Francisco, CA 94131

Assignor: Mr. David Krupinski  
Address: 50 Canterbury Court  
Teaneck, NJ 07666

Assignee: Trekmail, Inc.  
Address: 841 Corbett Avenue  
San Francisco, CA 94131

Assignor:  
Address:

Assignor:  
Address:

Assignor:  
Address:

If there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them.

This assignment relates to:

☒ a United States patent application signed by Assignor on June 5, 2001 and entitled **INTERACTIVE VOICE AND TEXT MESSAGE SYSTEM**; or

☐ a United States patent application filed in the U.S. Patent and Trademark Office on \_\_\_\_\_ assigned Serial No. \_\_\_\_\_; or

☐ an issued United States patent, issued on \_\_\_\_\_, 20\_\_\_\_, under United States Patent No. \_\_\_\_\_.

This patent application or issued patent is hereinafter referred to as "the Patent".

Assignor has received Ten Dollars (\$10.00) and other good and valuable consideration for this assignment.

Assignor assigns to Assignee all of Assignor's right, title and interest in the Patent, the invention described and claimed in the Patent, and all patents that may issue based on the invention and on the Patent in the United States *and in every foreign country*. Assignor also assigns to Assignee all priority rights in the Patent.\*

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The effective date of this assignment is the date at the top of this assignment.

SIGNATURE(S)

DATE

TYPED OR PRINTED NAME(S)

First Name Middle Initial Last Name

6/5/2001

Brian McConnell

First Name Middle Initial Last Name

David Krupinski

First Name Middle Initial Last Name

First Name Middle Initial Last Name

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

STATE OF

COUNTY OF

On JUNE 5, 2001 before me personally came  
BRIAN MCCONNELL

On before me personally came

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

to me known to be the Assignor(s) described in and who executed the foregoing Assignment, and the Assignor(s) duly acknowledged to me execution of the same.

Notary Public

Notary Public

STATE OF

COUNTY OF

On

before me personally came

STATE OF

COUNTY OF

On

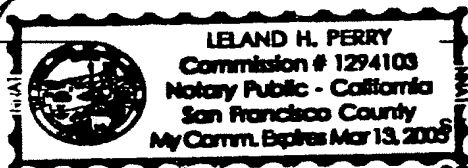
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Notary Public

Notary Public



## ASSIGNMENT

**COPY**


For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TREKMAIL, INC. a California corporation having offices at 55 Leveroni Ct., Novato, CA 94949 (hereinafter "Assignor"), hereby grants, assigns, sells, transfers, conveys, sets over and quitclaims effective as of August 3, 2005 to VISTO CORPORATION, a Delaware corporation having offices at 275 Shoreline Dr., Suite 300, Redwood City, CA 94065 (hereinafter "Assignee"), its successors and assigns the entire rights, title and interests in and to the patent applications set forth herein below; in and to the inventions covered by such patent applications; in and to any further provisional, patent, divisional, continuation, continuation-in-part, or reissue applications corresponding to such patent applications and any reexamination of such patents and patent applications which may arise therefrom; in and to any foreign patents and patent applications corresponding thereto; and the right to claim priority based on the filing dates of such patent applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purpose; together with all claims for profits damages due or accrued by reason of past, present, or future infringements of such patents and applications, with the right to sue for, and collect the same for, Assignee's own use and benefit, and for the benefit of Assignee's successors, assigns, and legal representatives. Assignor will without further compensation, perform such lawful acts and execute all further documents as Assignee may reasonably request to effectuate fully the assignment of such patents and patent applications. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same assignment.

### Patents and Patent Applications Assigned Herein

Patent Application Serial No.	Title	Filing Date
09/884,531	INTERACTIVE VOICE AND TEXT MESSAGE SYSTEM	June 19, 2001

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by duly authorized officers.

**TREKMAIL, INC. (Assignor)**

  
Signature

BLAIR MCOWEN  
Printed Name

PRESIDENT  
Title

Apr 3rd 2005  
Date

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me, a Notary Public, within and for said County and State.  
WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**My Commission Expires:**

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County  
\_\_\_\_\_  
Printed Name

